

AG Contract No.: KR02-0230TRN
ADOT ECS File No.: JPA 02-14
Project: SR 101L, Pima Freeway
TRACS No.: H 5518 01C
Section: Scottsdale Road – Pima Road
(Landscape Enhancements
and Maintenance)
2002-110-COS

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE**

THIS AGREEMENT is entered into 30th September, 2002 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR AND CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In conjunction with the State's ongoing landscape construction of the Pima Freeway (SR 101L), between Scottsdale and Pima Roads, the City requests the State construct certain landscape improvements/enhancements, including but not limited to: median island enhancements, herein referred to as the "Project", and incorporate said improvements in the State's existing project. The estimated total cost of the Project is \$50,045.00, including a fixed rate of 14%, for construction engineering/administration and contingencies, solely at the City's expense.

4. The purpose of this agreement is to outline each parties responsibilities regarding the design, construction, maintenance, and construction engineering and administration of the City's requested improvements/enhancements and includes responsibilities of the parties for landscape maintenance for the Pima Freeway, between Scottsdale and Pima Roads, upon completion of the State's ongoing landscape construction project referenced in I.3. above.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25524
Filed with the Secretary of State
Date Filed: 09/30/02

Betty Bayless
Secretary of State

By: Dan J. Graenwald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City \$50,045.00 for the estimated cost for construction and contingencies of the Project, including a fixed rate of 14% for engineering/administration, as detailed in the attached Engineering Construction Cost Estimate, herein referred to as Exhibit "A", attached hereto and made a part hereof.

b. Prepare to State standards design plans, specifications and such other documents and services required for the construction of the Project. Coordinate with the City, the design plans provided by the Design Consultant for the Project; incorporate review comments as appropriate.

c. Upon City's written concurrence of the design plans, agree to be authorized agent and on behalf of the City, incorporate the Project into the State's landscape construction project, per design plans provided by the Design Consultant. Call for bids, award one or more contracts to accomplish the Project.

d. Furnish and install necessary water services from City's water mains to the designated locations within the State's right of way. Construct using color-coded irrigation pipe to indicate the presence of reclaimed water, as required by law.

e. Administer same and make all payments to the contractor, and provide construction engineering/administration during construction on behalf of the City. Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

f. Upon completion, approve and accept the State's landscaping and irrigation construction project on behalf of the parties hereto and provide the City As-Built drawings of the landscape and irrigation construction. Maintain landscaping, the irrigation system, and pay for irrigation system electric generally within the control of access, as designated in the attached Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system.

g. Upon approval and acceptance of the Project on behalf of the parties hereto, invoice or reimburse the City for the difference between the estimate amount of \$50,045.00 paid to the State (noted in II.1.a. above) and the actual costs for construction of the Project, including a fixed rate of 14% for construction engineering and administration.

2. The City will:

a. Upon execution of this agreement, remit to State \$50,045.00 the estimated cost of construction and contingencies of the Project, including a fixed rate of 14% for engineering/administration, as detailed on Exhibit "A".

b. Designate the State as authorized agent for the City, for the construction and construction engineering/administration of the Project. Be responsible for any Project related contract modifications. Be responsible for any design consultant and/or contractor claims for extra compensation due to delays or whatever reason attributable to the City or any entity other than the State.

c. Provide potable or reclaimed water mains up to or within the State's right of way at the City's expense. Reclaimed water shall be Class A, or better.

d. Authorize and pay or waive any water development fees.

e. Furnish all potable or reclaimed water, for the landscaping and irrigation construction project, at the design pressures stated and approved in the design plans, for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, at City's expense.

f. All planned work by the City within the State's Control of Access shall be requested through the State's Phoenix Maintenance District Permits Office.

g. Should the City elect to deliver treated reclaimed water instead of potable water for the landscaping and irrigation construction project, furnish and maintain any additional equipment and electrical power required by the State to maintain design water pressures, and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system and controllers, all at City's expense.

h. Upon approval and acceptance of the Project on behalf of the parties hereto, if applicable and upon receipt of an invoice, reimburse the State, within 30 days, for the difference between the estimated amount of \$50,045.00 paid to the State (noted in II.1.a. above) and the actual costs for construction of the Project, including a fixed rate of 14% for construction engineering/administration.

i. At the conclusion of the contractor maintenance and warranty period, referred to in the contract as Landscape Establishment, maintain the irrigation system generally outside the control of access as designated on the attached Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system. At this time, the City shall also assume responsibility of paying for electrical power necessary to operate the City's irrigation system and controllers and any booster pumps.

j. Maintain the landscaping in areas designated on the Maintenance Exhibit. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, granite and erosion repairs, and pruning and replanting as required to maintain the landscaping.

k. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and all payments, provided, however, that any provisions herein for maintenance shall remain in full force and effect, unless assumed by another entity, for a period of 5 years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of 5 years unless either party shall give notice in writing to the other not less than 1 month nor more than 3 months prior to the initial or renewed expiration date. Further, this agreement may be cancelled at any time prior to the award of a construction contract, upon 30 days written notice to the other party.

2. It is understood and agreed that, in the event the City terminates this agreement, the State shall in no way be obligated to maintain said landscaping. In addition, the City will be responsible for all costs associated with the improvements/enhancements to the Project, up to the time of cancellation, if cancelled by the City.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

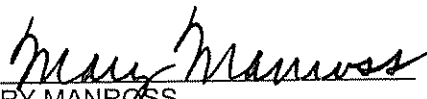
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007
FAX (602) 712-7424

City of Scottsdale
Transportation Department
7447 E. Indian School Road, #205
Scottsdale, AZ 85251

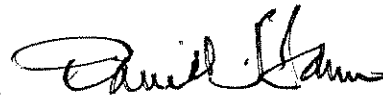
8. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SCOTTSDALE

By 
MARY MANROSS
Mayor

STATE OF ARIZONA
Department of Transportation

By 
DANIEL S. LANCE, P. E.
Deputy State Engineer

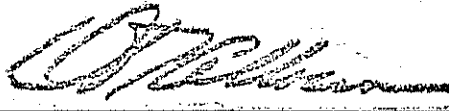
ATTEST

By 
SONIA ROBERTSON
City Clerk

RESOLUTION

BE IT RESOLVED on this 11th day of February, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the Department Of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF SCOTTSDALE for the purpose of defining responsibilities for the design, construction, maintenance, and construction engineering and administration of the City's requested improvements/enhancements including responsibilities of the parties for landscape maintenance, upon completion of the State's landscape construction project for the Pima Freeway, between Scottsdale Road and Pima Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'David R. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for VICTOR M. MENDEZ, Director

RESOLUTION NO. 6126

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT, CONTRACT NO. 2002-110-COS, BETWEEN THE CITY OF SCOTTSDALE AND THE STATE OF ARIZONA FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT OF WAY FOR THE PIMA FREEWAY, (SR101L).

WHEREAS, the Arizona Revised Statutes section 11-951 et seq. provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action, and

WHEREAS Arizona Revised Statutes section 28-401 authorizes the Arizona State Department of Transportation to enter into intergovernmental agreements for the improvement and maintenance or joint improvement and maintenance along state routes, and

WHEREAS, Arizona Revised Statutes section 48-572 authorizes the City to enter into intergovernmental agreements for landscape maintenance along state routes, and

WHEREAS, Article 1, section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, and

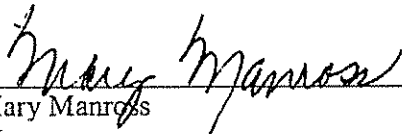
WHEREAS, the City of Scottsdale desires the Arizona State Department of Transportation to incorporate, design, and construct certain improvements into its existing landscape construction project within the right of way for the Pima Freeway (SR101L), and

BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

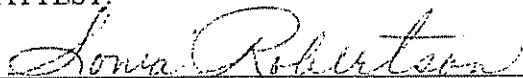
Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City of Scottsdale, Intergovernmental Agreement, Contract No. 2002-110-COS, between the City and the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 26th day of August, 2002.

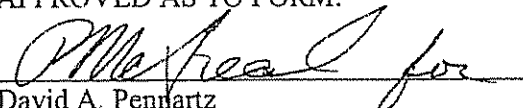
CITY OF SCOTTSDALE
An Arizona municipal corporation

BY: 
Mary Manross
Mayor

ATTEST:


Sonia Robertson
City Clerk

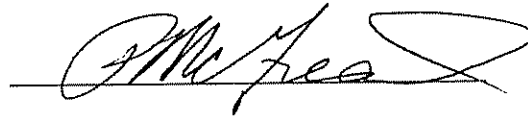
APPROVED AS TO FORM:


David A. Pennartz
City Attorney

APPROVAL OF THE SCOTTSDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the STATE OF ARIZONA, Department Of Transportation and the CITY OF SCOTTSDALE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 26th day of August, 2002.

A handwritten signature in black ink, appearing to read "McFlea", is written over a horizontal line.

Attorney

ENGINEERING

95% CONSTRUCTION COST ESTIMATE

Project Number RAM 101-B-500 101L MA 34.4
 TRACS Number : H 5518 01C
 Project Location : 101L Scottsdale Road to Pima Road (Princess Drive)
 Project Description : Landscape and Irrigation Project
 Prepared by : Premier Engineering

02/04/2002

ITEM No.	ITEM DESCRIPTION	UNIT	ADOT/CITY		UNIT PRICE	AMOUNT ADOT	AMOUNT CITY
			QUANTITY	95%			
2070001	DUST PALLIATIVE	M GALS	1,000		\$11.00	\$11,000	
	TOTAL, ITEM 200					\$11,000.00	\$0.00
5100401	ROCK STAINING	SQ.YD.	20,994		\$5.40	\$113,368	
	TOTAL, ITEM 600					\$113,367.60	\$0.00
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	L. SUM	1		\$35,000.00	\$35,000	
7010006	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES	L. SUM	1		\$15,000.00	\$15,000	
	TOTAL, ITEM 700					\$50,000.00	\$0.00
8030091	GRANITE MULCH	SQ.YD.	273,485		\$2.25	\$615,341	
8030103	DECOMPOSED GRANITE	SQ.YD.	8,805		\$1.95		\$17,170
8030111	ROCK MULCH	CU.YD.	72		\$51.00	\$3,672	
8061002	TREE (5 GALLON)	EACH	690		\$35.00	\$24,150	
8061111	GROUND COVER (ONE GALLON)	EACH	2,473		\$12.00	\$29,676	
8061296	SHRUB (ONE GALLON)	EACH	2,099		\$12.00	\$25,188	
8061298	SHRUB (FIVE GALLON)	EACH	760		\$15.00	\$11,400	
8061382	AGAVE (12" TO 18" IN HEIGHT)	EACH	115		\$60.00	\$6,900	

ENGINEERING

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ITEM No.	ITEM DESCRIPTION	UNIT	ADOT/CITY		UNIT PRICE	95%		AMOUNT CITY
			QUANTITY			AMOUNT ADOT		
8061424	YUCCA (FIVE GALLON)	EACH	501		\$20.00	\$10,020		
8061631	CACTUS (PRICKLY PEAR FIVE GALLON)	EACH	138		\$25.00	\$3,450		
8061632	CACTUS (CEREUS FIVE GALLON)	EACH	26		\$25.00	\$650		
8061635	CACTUS (SAGUARO) (6' IN HEIGHT)	EACH	16		\$450.00	\$7,200		
8061636	CACTUS (SAGUARO) (10' IN HEIGHT)	EACH	8		\$750.00	\$6,000		
8061655	OCOTILLO (6' TO 8' IN HEIGHT)	EACH	335		\$50.00	\$16,750		
8070001	LANDSCAPING ESTABLISHMENT	L.SUM	1		\$50,000.00	\$50,000		
8080032	BACKFLOW PREVENTION UNIT (REDUCED PRESSURE) (1")	EACH	1		\$750.00			\$750
8080035	BACKFLOW PREVENTION UNIT (REDUCED PRESSURE) (2")	EACH	1		\$12,500.00	\$12,500		
8080045	FLOW METER	EACH	2		\$2,000.00	\$4,000		
8080049	EMITTER (ASSEMBLY) (MULTI-OUTLET)	EACH	3196 / 90		\$15.00	\$47,940		\$1,350
8080051	EMITTER (ASSEMBLY) (SINGLE-OUTLET)	EACH	240 / 17		\$11.00	\$2,640		\$187
8080086	PRESSURE REGULATOR RISER	EACH	170 / 10		\$60.00	\$10,200		\$600
8080104	FILTER UNIT (1")	EACH	1		\$80.00			\$80
8080134	COMPUTERIZED CONTROL SYSTEM	EACH	2		\$28,000.00	\$56,000		
8080135	COMPUTERIZED CONTROL SYSTEM (SUB-SATELLITE)	EACH	2		\$20,000.00	\$40,000		
8080141	CONTROLLER (AUTOMATIC) (SOLAR CITY)	EACH	1		\$858.00			\$858
8080168	CONTROL VALVE (REMOTE) (ELECTRIC) (1")	EACH	50 / 4		\$215.00	\$10,750		\$860
8080188	AIR/VACUUM RELEASE VALVE (1")	EACH	2		\$360.00	\$720		
8080217	GATE VALVE (2")	EACH	7		\$190.00	\$1,330		
8080301	PIPE (PVC) (1/2") (SDR 13.5) (CLASS 315)	L.FT.	89688 / 1093		\$1.10	\$98,657		\$1,202

02/04/2002

ENGINEERING

95% CONSTRUCTION COST ESTIMATE

Project Number RAM 101-B-500 101L MA 34.4

TRACS Number : H 5518 01C

Project Location : 101L Scottsdale Road to Pima Road (Princess Drive)

Project Description : Landscape and Irrigation Project

Prepared by : Premier Engineering

02/04/2002

ITEM No.	ITEM DESCRIPTION	UNIT	ADOT/CITY	QUANTITY	UNIT PRICE	AMOUNT ADOT	AMOUNT CITY
8080322	PIPE (PVC) (1") (SDR 21) (CLASS 200)	L.FT.		52187 /11370	\$1.25	\$65,234	\$14,213
8080324	PIPE (PVC) (1") (SCHEDULE 40)	L.FT.		30	\$1.65		\$50
8080364	PIPE (PVC) (2") (SCHEDULE 40)	L.FT.		19,403	\$2.10	\$40,746	
8080422	PIPE (COPPER) (1 ")	L. FT		20	\$4.00		\$80
8080425	PIPE (COPPER) (2")	L. FT.		40	\$4.75	\$190	
8080600	ELECTRICAL SERVICE	EACH		3	\$9,245.00	\$27,735	
8080778	RADIO COMMUNICATION LINK (IRRIGATION SYSTEM)	EACH		2	\$2,100.00	\$4,200	
	TOTAL, ITEM 800					\$1,233,239.10	\$37,399.05
9010001	MOBILIZATION	L. SUM		95% / 5%	\$110,000.00	\$104,500	\$5,500
9240010	FORCE ACCOUNT WORK (WEED ERADICATION)	L. SUM		1	\$10,000.00	\$10,000	
9240011	FORCE ACCOUNT WORK (IRRIGATION SLEEVE EXCAVATION)	L. SUM		1	\$10,000.00	\$10,000	
9240013	FORCE ACCOUNT WORK (REMOVAL OF TRASH, DEBRIS & LITTER)	L. SUM		95% / 5%	\$20,000.00	\$19,000	\$1,000
9240018	FORCE ACCOUNT WORK (STORM WATER POLLUTION PREVENTION)	L. SUM		1	\$15,000.00	\$15,000	
9240019	FORCE ACCOUNT WORK (DEEPEN PLANT PITS)	L. SUM		1	\$5,000.00	\$5,000	
9240022	FORCE ACCOUNT WORK (PROVIDE WATER SERVICE)	L. SUM		1	\$20,000.00	\$20,000	
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L. SUM		1	\$15,000.00	\$15,000	
	TOTAL, ITEM 900					\$198,500.00	\$6,500.00
	TOTAL CONSTRUCTION COST					\$1,606,107	\$43,899

ENGINEERING

Project Number RAM 101-B-500 101LMA 34.4

H 5518 01C

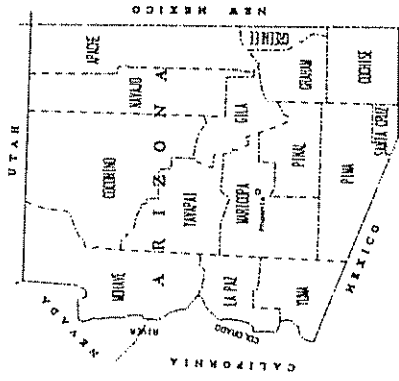
Project Location : 101L Scottsdale Road to Pima Road

Project Description : Landscape and Irrigation Project

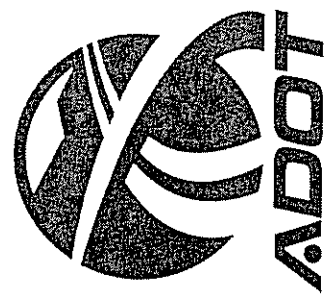
Prepared by: Premier Engineering

02/04/2002

ITEM No.	ITEM DESCRIPTION	UNIT	ADOT/CITY	QUANTITY	UNIT PRICE	AMOUNT ADOT	AMOUNT CITY
	CONSTRUCTION ADMINISTRATION (14%)					\$224,855	\$6,146
	TOTAL PROGRAM COST					\$1,830,961.64	\$50,044.92
	ADOT ESTABLISHED BUDGET					\$1,883,000.00	
	COST DIFFERENCE BETWEEN ADOT BUDGET OF \$1,883,000 AND ESTIMATE					\$52,038.36	



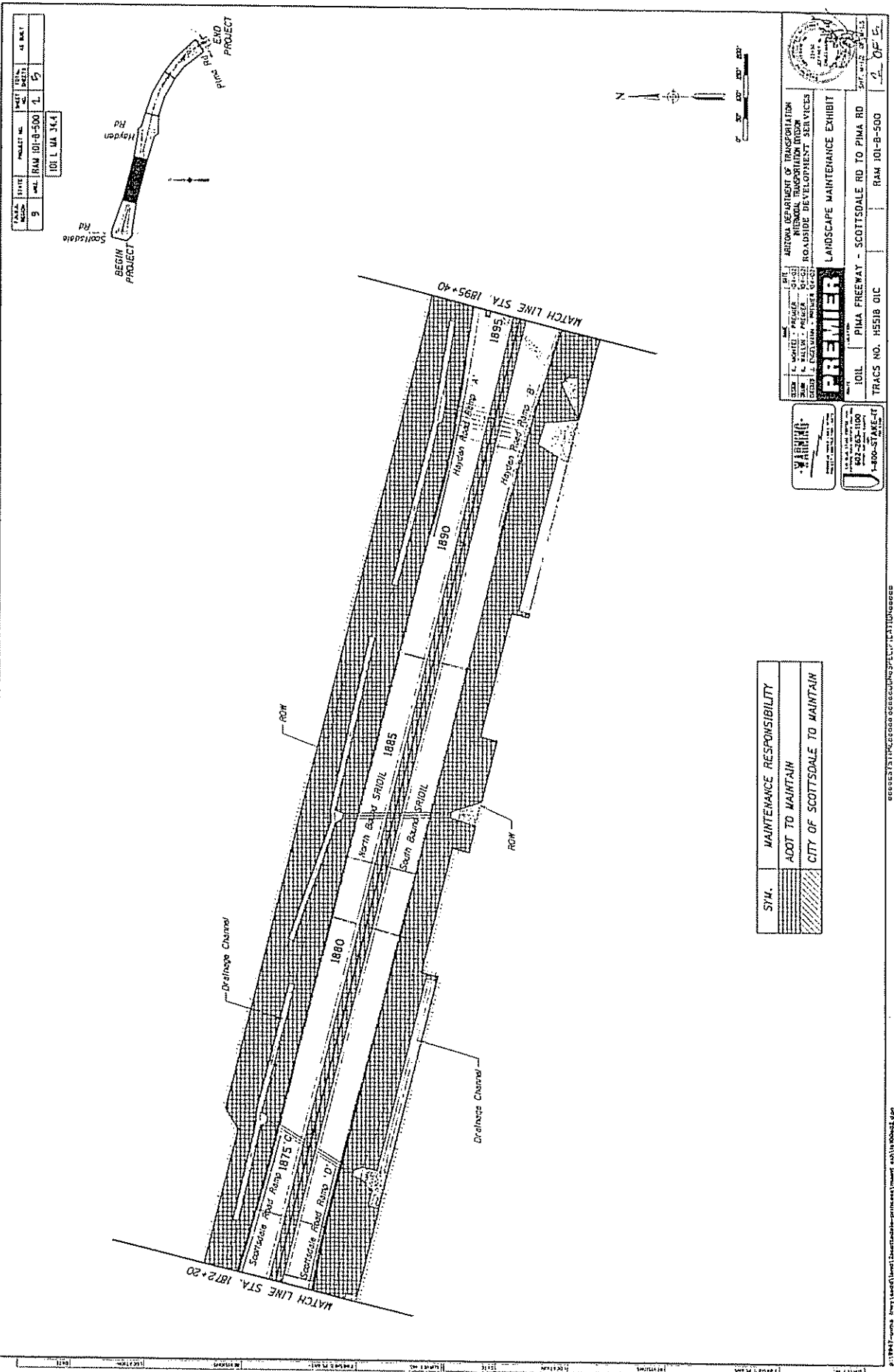
STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
LANDSCAPE MAINTENANCE EXHIBIT
STATE HIGHWAY
PIMA FREEWAY (101L)
RAM 101-B-500
101L MA 34.4



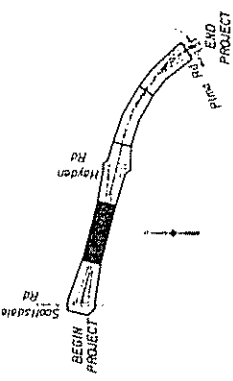
LANDSCAPE MAINTENANCE EXHIBIT

SCOTTSDALE RD. - PIMA RD.

ADDITIONAL INFORMATION
FOR THE LANDSCAPE MAINTENANCE EXHIBIT
APPROVED: _____ DATE: _____
BY: _____



PROJECT NO.	PROJECT NAME	DATE	BY
RAM 101-B-500	RAM 101-B-500	4	5
5	5		



STW.	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF SCOTTSDALE TO MAINTAIN

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERNAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES
LANDSCAPE MAINTENANCE EXHIBIT

PREMIER

PROJECT: RAM 101-B-500

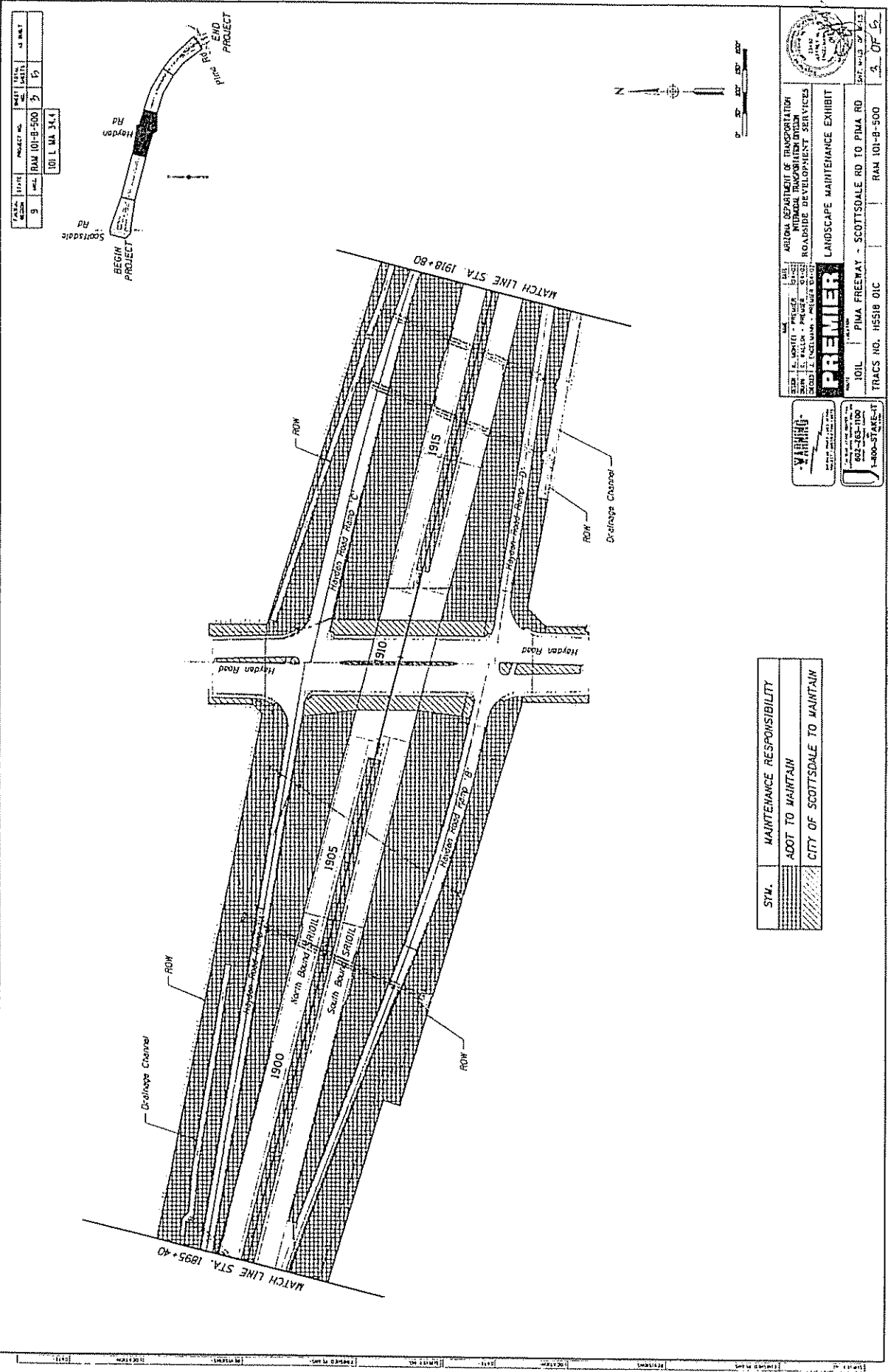
LOCATION: PIMA FREEWAY - SCOTTSDALE RD TO PIMA RD

TRACTS NO. H51B DIC

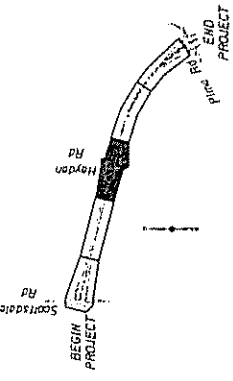
SCALE: 1" = 40'

DATE: 10/12/04

BY: [Signature]



PROJECT NO.	101 L MA 34.4
DATE	10/1/95
BY	RAM
CHECKED BY	RAM
APPROVED BY	RAM



SYM.	MAINTENANCE RESPONSIBILITY
[Pattern]	ADOT TO MAINTAIN
[Pattern]	CITY OF SCOTTSDALE TO MAINTAIN

PREMIER

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

101 L MA 34.4

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101 L MA 34.4

101 L MA 34.4

101 L MA 34.4

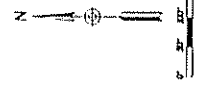
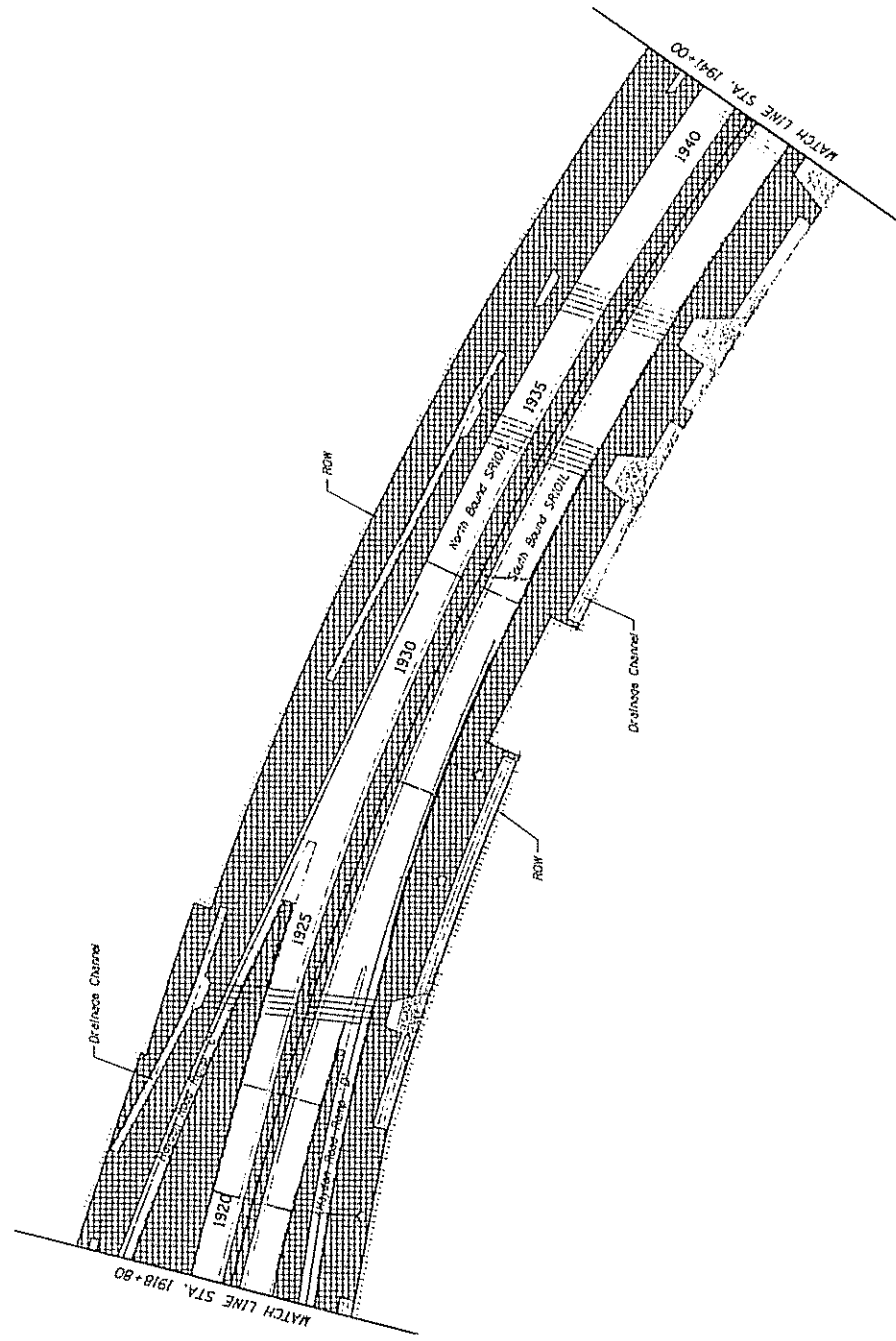
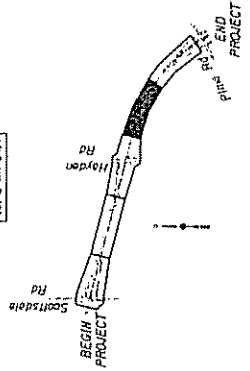
101 L MA 34.4

101 L MA 34.4

101 L MA 34.4

101 L MA 34.4

AREA	9	STATE	ARIZONA	PROJECT NO.	RAM 101-B-500	TOTAL SHEETS	5	AS BUILT	
SECTION									



SYN.	MAINTENANCE RESPONSIBILITY
	ADOT TO MAINTAIN
	CITY OF SCOTTSDALE TO MAINTAIN

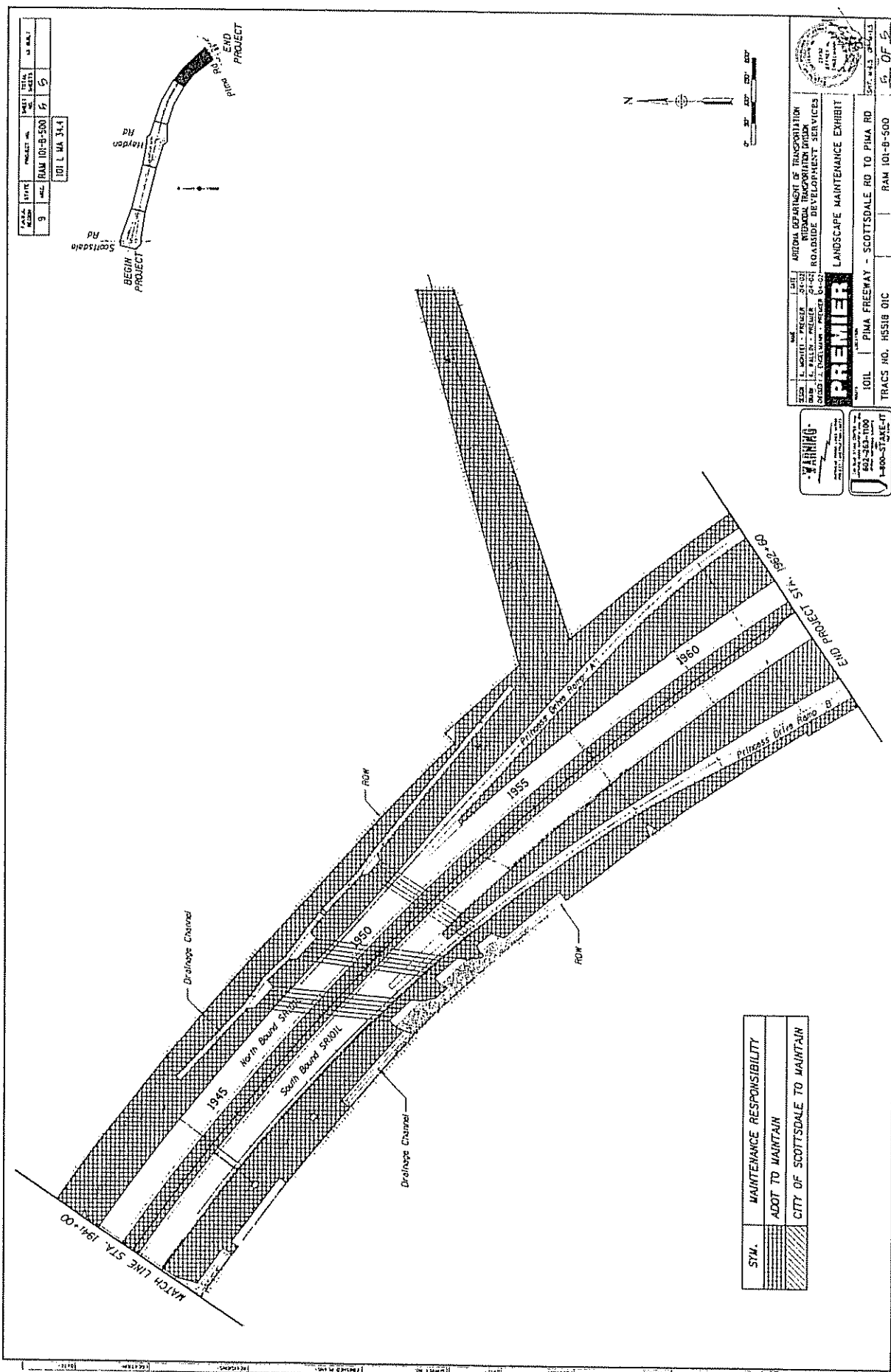
ARIZONA DEPARTMENT OF TRANSPORTATION
 TRAVELER INFORMATION DIVISION
 ROADSIDE DEVELOPMENT SERVICES

PREMIER

101L PINA FREEWAY - SCOTTSDALE RD TO PINA RD
 TRACS NO. 105318 DIC

101L PINA FREEWAY - SCOTTSDALE RD TO PINA RD
 TRACS NO. 105318 DIC

1 OF 5





JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0230TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 25, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Enc.